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25 **UNITED STATES DISTRICT COURT**
26 **DISTRICT OF NEVADA**

27 KURT KNUDSEN, DONALD CAPP,
28 LARRY MOON, STEVE VOLKERT, and
PAUL DYER on behalf of themselves, and
all others similarly situated,

Plaintiffs,

vs.

QUEENSTAKE RESOURCE U.S.A. INC.,
YUKON-NEVADA GOLD CORP.,
collectively aka Yukon-Nevada/Queenstake
USA, Graham Dickson, and Shaun Heinrichs,

Defendants.

Case No.: 3:09-CV-00385-BES-(VPC)

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Honorable Robert C. Jones

On December 12, 2011, before this Court, sitting in Reno, Nevada, on noticed motion, Plaintiffs KURT KNUDSEN, DONALD CAPP, LARRY MOON, STEVE VOLKERT, and PAUL DYER ("Class Representatives"), on behalf of themselves and all other similarly situated, appeared represented by Counsel Mark R. Thierman of the Thierman Law Firm of Reno, Nevada, and Travis W. Gerber of the GERBER LAW OFFICES of Elko, Nevada. Defendants QUEENSTAKE RESOURCE U.S.A. INC., YUKON-NEVADA GOLD CORP., collectively aka Yukon-Nevada/Queenstake USA, Graham Dickson, and Shaun Heinrichs appeared by their counsel Anthony L. Hall, and Dora V. Lane of HOLLAND & HART, LLP. After consideration of the papers filed in support of this motion including the declaration of counsel and the claims administrator, the arguments of counsel and the entire record of these proceedings in this case, the Court hereby Grants the Joint Motion for Final Approval, and Grants the Plaintiffs Motion for Attorneys fees, costs and enhancements for the named Plaintiffs as class representatives as prayed, and hereby finds and orders as follows:

1. This Order incorporates by reference the definitions in the Settlement, and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement.

2. Pursuant to Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Court conditionally certifies, for settlement purposes only, the following three classes ("Settlement Classes"):

The WARN/Contract Class: All employees who were terminated by Queenstake on or about August 8, 2008 or within thirty (30) days thereafter or before and who have received pay for only thirty (30) days after their employment termination.

The Medical Claims Class: All Queenstake employees and/or former employees who submitted medical claims during the period starting ninety (90) days prior to August 8, 2008 and continuing for sixty (60) days after August 8, 2008 (or between May 9, 2008 and October 7, 2008), and whose claims have not been paid by Queenstake. Additionally, the "Medical Claims Class" shall included all Queenstake employees and/or former employees who contributed to flex medical savings accounts in 2008 and who had remaining balanced from their contributions in said accounts at the time of the mass layoff.

1 The 401K Class: All Queenstake employees and/or former employees from
2 whose paychecks Queenstake withheld intended 401K contributions in or
3 about August 2008, but which contributions were not deposited in the
4 employees' and/or former employees' respective 401K accounts.

5 3. Named Plaintiffs Kurt Knudsen, Donald Capp, Larry Moon, Steven Volkert,
6 and Paul Dyer will fairly and adequately protect the interest of the Class, and are hereby
7 appointed as Class Representatives.

8 4. The Court hereby finds that Thierman Law Firm, P.C., and the Gerber Law
9 Offices, LLP, are qualified and adequate counsel and hereby appoints them as Class
10 Counsel for the Settlement Classes.

11 5. The Court hereby approves the Settlement in the total amount of
12 \$3,785,121.95 and its terms contained therein, including the requested payment to the
13 Class Representatives for their enhancements of \$20,000 each ("Enhancement Award")
14 and Class Counsel's Attorneys' Fees Award of \$780,000 (which includes costs).

15 The Court finds that the Settlement is fair, adequate and reasonable as to all
16 potential Class Members when balanced against the probable outcome of further
17 litigation relating to liability and damages issues

18 15. The Settlement is not a concession or admission, and shall not be used or
19 construed against Defendant or any of the Released Parties as an admission or indication
20 with respect to any claim of any fault or omission by Defendant or any of the Release
21 Parties.

22 16. The Settlement Agreement shall become the final order of this Court.

23 **IT IS SO ORDERED.**

24 Dated: 12-12, 2011

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26 _____
27 United States District Court Judge
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